

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blaine Larsen Farms, Inc.		02/03/2006	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 South Lake Avenue		
Internal Address:	Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2239028	LARSEN FARMS	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2148554775		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea Walker		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	20992-85 BLAINE LARSEN		
NAME OF SUBMITTER:	ANDREA WALKER		
Signature:	/Andrea Walker/		

CH 2239028 \$40.00

900044582

TRADEMARK
REEL: 003272 FRAME: 0221

Date:

03/20/2006

Total Attachments: 4

source=20992-85 blaine farms tm sec agmt#page1.tif

source=20992-85 blaine farms tm sec agmt#page2.tif

source=20992-85 blaine farms tm sec agmt#page3.tif

source=20992-85 blaine farms tm sec agmt#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**") is dated as of February 3, 2006 by and between Blaine Larsen Farms, Inc., an Idaho corporation ("**Pledgor**"), and Bank of America, N.A. ("**Secured Party**"), pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "**Loan Agreement**") among Pledgor, Circle C Ranch, an Idaho general partnership, BLF Land, LLC, an Idaho limited liability company, and Secured Party.

RECITALS:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "**Trademark**"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "**Trademark License**"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on, a collateral assignment of and a continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("**Trademark Registration**"), and trademark application ("**Trademark Application**"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

BLAINE LARSEN FARMS, INC.

By: Blaine L. Larsen
Name: Blaine L. Larsen
Title: President

ACKNOWLEDGMENT

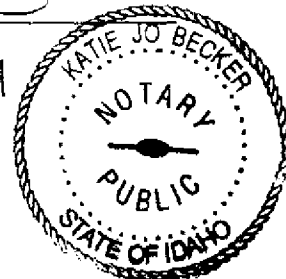
STATE OF IDAHO
COUNTY OF ~~RIGBY~~ JEFFERSON

} ss

On February 3, 2006, before me, Katie Jo Becker, personally appeared Blaine L. Larsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katie Jo Becker
Signature of Notary Public
Comm Exp. 11-08-2011



Schedule 1
to
Trademark Security Agreement

Owner of Record	Country of Registration	Trademark	Registration No. or Application No.	Registration Date or Filing Date
Larsen Processing, Inc.	USA	LARSEN FARMS	2239028	April 13, 1999

TRADEMARK SECURITY AGREEMENT (BLFI) – SCHEDULE 1
PASADENA 49288 20992-00085